

CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into as of the date of the last party to sign by and between The Valley Club Owners Association, Inc., an Idaho nonprofit corporation with an address of PO Box 2466, Hailey, ID 83333 ("Association"); and _____ an Idaho corporation (change to company, if applicable), with an address of _____ ("Contractor").

RECITALS

- A. The Contractor is the general contractor for the construction, improvement, or other alterations (collectively "Improvement(s)") to be performed at _____ Hailey, ID 83333 ("Lot") located in the Valley Club Subdivision ("Subdivision") and owned by _____ ("Owner").
- B. On November 16, 2023 the Associations Architectural Design Review Committee ("ADRC") approved the Plans ("Plans") on behalf of the Association, which are on file with the Association's property manager. The Contractor has a copy of the Plans. Any conditions related to the approval of the Plans are part of the Plans.
- C. The Contractor is licensed and registered with the Idaho Division of Occupational and Professional Licenses, license number _____.
- D. The Contractor certifies that the Contractor has read the Association's Architectural Review Guidelines as approved on November 16, 2023 ("Guidelines") and the Contractor fully understand the Guidelines, including without limitation, the construction restrictions and requirements contained in the Guidelines.

AGREEMENT

Therefore, for valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Application and Contractor Responsibility. This Agreement applies when the Contractor is Improving the Lot or when the Contractor is in the Subdivision for the purposes of Improving the Lot and the restrictions and conditions apply to Contractor. In addition, the restrictions and conditions apply to the Contractor's employees, subcontractors, other agents, and all other people or entities working on behalf of the Contractor (collectively, "Agents"). It is the Contractor's responsibility to ensure that its Agents adhere to the terms of this Agreement.

2. Compliance with the Plans. The Contractor and Agents shall Improve the Lot in compliance with the Plans and not make any Improvements, that may be seen from other lots, the golf course, or the streets, that are not a part of the Plans.
3. Compliance with the Guidelines. In addition to the terms of this Agreement, the Contractor and Agents shall comply with the Guidelines including, without limitation, those construction regulations contained under Article V of the Guidelines
4. Compliance with the Law. The Contractor and Agents shall comply with all laws, codes, ordinances, and regulations, including without limitation, those regulations promulgated by the Occupational Safety and Health Administration.
5. Location of Work. All work related to the Improvements shall take place only on the Lot which may be limited to certain sections of the Lot, pursuant to the Plans. Staging may not take place on the Valley Club golf course, any streets within the Subdivision, or any neighboring lots. The Lot shall only be accessed from the immediately adjacent street, according to the Plans.
6. Inspection. Contractor shall allow the ADRC, its members, or its agents to inspect the Lot, during normal business hours and without notice, to ensure that the Plans and this Agreement are being followed.
7. Insurance. The Contractor shall, at all times, during the course of the Improvements, carry a general liability policy of at least \$2,000,000 per occurrence and ensure that all Agents carry a general liability policy of at least \$1,000,000 per occurrence. The Contractor's insurance policy shall list the Valley Club Owners Association, Inc. as an additional insured. Upon request, proof of insurance shall be provided to the Association.
8. Injunction. The Association may seek an injunction to enforce this Agreement, including without limitation, an injunction to stop all work on the Lot not in compliance with the Declaration, Guidelines, and this Agreement.
9. Remedies. In addition to those other remedies contained in this Agreement, the Association may seek any remedy to enforce the Guidelines or this Agreement. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy shall not preclude nor waive the Association's right to use any or all other remedies against the Contractor.
10. Costs the Responsibility of Contractor. All costs, fees, including attorney fees, and other expenses associated with the Guidelines and this Agreement, including without limitation inspection costs and self-help costs to correct deviations from the Plans, shall be the responsibility of the Contractor if the Owner can show that the breach of this Agreement is not due to the Owner's direction provided to the Contractor.
11. Indemnification. The Contractor indemnifies and holds the Association harmless for any damages resulting from Improvements to the Lot, including the acts of the Association's agents related to this Agreement.

The Valley Club Owners Association, Inc.

By name, its President

Date: _____

Contractor Inc.

By name, its President

Date: _____